

Humboldt Co.

AFSCME #1796 (Courthouse)

7/1/2006 6/30/2008

AGREEMENT
BETWEEN
HUMBOLDT COUNTY, IOWA
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 1796
HUMBOLDT COUNTY COURTHOUSE EMPLOYEES



CONTRACT FOR
July 1, 2006 to June 30, 2008

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PREAMBLE

THIS AGREEMENT is made and entered into this 16th day of March, 2006, by and between HUMBOLDT COUNTY, IOWA, hereinafter referred to as either the "County" or the "Employer", and THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1796, hereinafter referred to as the "Union".

ARTICLE I **AGREEMENT**

Section 1 **Intent and Purpose**

The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Humboldt County, Iowa.

The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships between the County and the employees covered by this Agreement, and to assure effective and efficient operations of Humboldt County.

It is the intent and purpose of the parties to set forth in this Agreement their negotiated understandings respecting wages, hours of work, and all other mandatory items of bargaining as well as certain terms and conditions of employment and other conditions of employment that are mandated by Section 20.9 of the Code of Iowa, a section of the Iowa Public Employment Relations Act.

Section 2 **Definitions**

A regular full-time employee is a permanent Employee who regularly works thirty-seven and one-half (37 ½) hours or more per week and who has completed the probationary period. A regular full-time Employee is eligible for all fringe benefits beginning the first of the month following his/her first day of employment, unless otherwise specified herein.

A regular part-time Employee is a permanent Employee who regularly works less than thirty-seven and one-half (37 ½) hours per week and who has completed the probationary period. A regular part-time Employee is not entitled to any fringe benefits except for accumulated sick leave, vacation, compensatory time and leave without pay and then on a prorated basis.

A Temporary Employee is hired to cover situations such as seasonal demands or replacements for absenteeism or vacations. Temporary Employees shall not become regular Employees under this Agreement and shall not be entitled to any fringe benefits.

Probationary Period

Courthouse Employees

A probationary employee is defined as an employee who has not completed the first six (6) months of continuous service with the County as a full-time or part-time permanent Employee in a specific Department. During their probationary period such Employee may be terminated at the discretion of his Department and the Department may otherwise discipline, lay off or suspend such probationary Employee for any reason.

Sheriff Department Employees

A new Deputy shall serve a probationary period for the minimum period as outlined in Section 341A.11, of the Code of Iowa.

A new Jailer shall serve a probationary period of one (1) year or if the jailer has completed training as outlined in the Code of Iowa.

Probationary employees may be terminated for any reason without recourse to the grievance procedures or Chapter 341A, Code of Iowa, during probation.

The word "Employee" when used in this Agreement without specification shall be limited to mean "regular Employee".

In this Agreement, covered Departments are the Auditor's Office, the Treasurer's Office, the Recorder's Office, Sheriff's Department, Community Services and Custodians, which are all under the jurisdiction of the Board of Supervisors which, for purposes of this Agreement, shall also be considered a separate covered Department.

ARTICLE II

Recognition and Union Security

Section 1 Bargaining Unit

The County recognizes the Union as the sole and exclusive collective bargaining agent as certified by the "Public Employment Relations Board" for those employees in the following described unit as defined by the Iowa Public Employment Relations Act:

Included: All employees of the Humboldt County Courthouse in the following departments: Auditor's Office, Treasurer's Office, Recorder's Office, Community Services, Drainage Clerk/Computer, Courthouse custodians and all employees in the Humboldt County Sheriff's Department.

Excluded: Auditor, the two Deputy Auditors, Recorder, the Deputy Recorder, Treasurer, the three Deputy Treasurers, Disaster Services Coordinator, Community Service Director, Head Custodian, Sheriff, the Sheriff's Chief Deputy, County Attorney's Secretary/Legal Assistant and all others excluded by Iowa Code Section 20.4.

The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

Section 2 Dues Deduction

Upon receipt of a voluntary written individual order from any of its Employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such Employee those dues required as the Employee's membership dues in the Union. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Social Security, Federal taxes, state taxes, retirement, health insurance, and life insurance, and such other deductions as may take priority under applicable laws.

Except for gross negligence on the part of the County, the Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the County for the operation of this Article.

Such orders shall be terminable with written notice to the Employer and the Union or within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

Not later than the thirteenth (13) day of the succeeding month, with each remittance of deductions, the County shall submit to the Certified Treasurer of the local Union a list of all Employees having such deductions. Dues deduction shall be made from the Employee's last regular check the employee receives in any month.

Only one change of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the County.

Section 3 Bulletin Boards

The Union shall be allowed to utilize one-half (½) of the space on existing bulletin boards customarily used for the posting of information to the employees in the Unit. No political campaign literature or material detrimental to the Employer or the Union shall be posted.

The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

Section 4 Union Leave

Duly elected Union delegates or alternates to the annual conventions of AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay, to attend the convention. Not more than four (4) working days shall be granted collectively to all Union employees for Union leave for the annual convention. Not more than two (2) employees in total shall be granted Union leave at any one time.

Section 5 Union Activity

Bargaining unit employees, including Union officers and Representatives, shall not conduct any Union activity or Union business on County time except as specifically authorized by Article VI and other provisions of this Agreement.

Section 6 Discrimination

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights of any employees covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

Section 7 Union Activity Protection

- A. Chapter 20 of the Code of Iowa provides that the employer is prohibited from interfering with concerted union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.
- B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10 (2) of the Code of Iowa.

Section 8 Union Visitation

The Employer agrees to maintain its existing policies and practices with respect to both admitting Union representatives to County facilities and utilization of County facilities during non-working hours.

ARTICLE III
COUNTY AND UNION
RIGHTS AND RESPONSIBILITIES

Section 1

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

Direct the work of its employees.

Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.

Suspend, discipline or discharge employees for proper cause.

Maintain the efficiency of governmental operations.

Relieve employees from duties because of lack of work or for other legitimate reasons.

Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.

Take such actions as may be necessary to carry out the mission of its agencies.

Initiate, prepare, certify and administer its budget.

Exercise all powers and duties granted to the Employer by law.

Section 2

The County will not interfere with the right of its Employees to become members of the Union. The Union will not interfere with the right of the County's Employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or non-membership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the County.

ARTICLE IV
Grievance Procedure

Section 1 **Definition**

A grievance is defined as a dispute an Employee may have with the County concerning the interpretation, application or violation of the express terms of this Agreement by the County. The grievance shall contain a statement of the Grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section(s) of the Agreement involved. The Grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the Employee(s) authorizing the filing of the Grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union.

Any bargaining unit Employee shall have the right to meet and adjust his/her individual complaint with the Employer.

Section 2 Grievance Procedure

Should an Employee have a Grievance, it shall be adjusted in the following manner:

STEP 1

An Employee or Union Representative who claims a Grievance shall present a written Grievance to their Department Head/ Supervisor within fourteen (14) calendar days after he/she knows or should have known of the incident upon which the Grievance is based. However, under no circumstances shall a Grievance be considered timely after six (6) months from the date of occurrence.

Within seven (7) calendar days after receipt of the written Grievance from the Employee or their Union Representative, the Department Head/Supervisor shall schedule and conduct a meeting with the appropriate Union Representative (with or without the aggrieved Employee) and attempt to resolve the grievance. A Written Answer will be placed on the Grievance following the meeting by the appropriate Department Head/ Supervisor and returned to the Employee and their Union Representative within three (3) calendar days.

STEP 2

If dissatisfied with the Employer's answer in Step 1 or if no Answer has been received, in order to be considered further the Grievance must be appealed by regular U.S. Mail, local mail, or hand-delivered to the County Board of Supervisors within fourteen (14) calendar days from the date of the Step 1 meeting.

Thereafter a Representative of the Board of Supervisors together with the Department Head will meet with the appropriate Union Representative (with or without the aggrieved Employee) to discuss and attempt to resolve the Grievance. Following this meeting, the written decision of the County Board of Supervisors will be placed on the Grievance and returned to the Grievant and his/her Union Representative within thirty (30) calendar days from receipt of the appeal to Step 2. Step 2 Answers shall be sent by regular U.S. Mail, local mail, or hand-delivered. The County Board of Supervisors shall have authority to represent the Department Heads.

STEP 3

If the Grievance is not settled in Step 2, it may be appealed to Arbitration by the Union submitting a written notice of a Request for Arbitration to the County Board of Supervisors within thirty (30) calendar days from the date the County's Step 2 answer was postmarked or received. If an unresolved Grievance is not appealed to Arbitration within this thirty (30) calendar day period, it shall be considered as withdrawn without prejudice or precedent to the resolution of future Grievances.

The Arbitration provisions of this Agreement may only be invoked with the written approval of the Union.

When a timely request has been made for Arbitration, Representatives of the County and Union shall mutually agree upon an Arbitrator to hear and determine the Grievance. Should Representatives of the Parties be unable to agree upon the selection of an Arbitrator within ten (10) calendar days of the County's receipt of the Arbitration Notice, the Parties or Party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a list of five (5) Arbitrators. If the list submitted by the Public Employment Relations Board is unacceptable to either Party, the Parties shall request a second list of Arbitrators from the Public Employment Relations Board. Upon receipt of the list, the Parties' designated Representatives shall determine the order of elimination by lot and thereafter each shall, in that order, alternately strike a name from the list. The remaining person on the list shall act as Arbitrator.

Where two (2) or more Grievances are appealed to Arbitration, an effort will be made by the Parties to agree upon the Grievances to be heard by any one Arbitrator. Absent mutual agreement, a separate Arbitrator shall be appointed for each Grievance.

The County and the Union will equally share any joint cost of the Arbitrator and of the Arbitration process, including Hearing Room and fees and expenses of the Arbitrator. However, the expense of a Court Recorder and the costs of any Transcripts will be borne by the requesting Party without having to furnish a copy to the other Party unless the Parties mutually agree to share the entire cost. Any other expense shall be paid by the Party incurring them. Except as otherwise provided in this Agreement, each of the Parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

The Arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement. The Decision of the Arbitrator shall be final and binding on both Parties of this Agreement provided such Decision does not exceed the Arbitrator's jurisdiction or authority as set forth above.

Section 3 Time Limits

Grievances not appealed within the designated time limits in any step of the Grievance procedure will not be processed further. The Parties may mutually agree in writing to extend the time limits in any step of the Grievance procedure. In the event the U.S. mail is used, the mailing of the Grievance or a Response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

The Settlement of a Grievance may or may not have retroactive effect as the equities of particular cases may demand. In any case, where the Arbitrator determines that the Award should be applied retroactively, the maximum period of retroactivity shall be a date not earlier than one (1) year prior to the date of initiation of the written Grievance in Step 1.

Section 5 Exclusive Procedure

The Grievance procedure set out above shall be the exclusive procedure for adjustment of any disputes arising from the application and interpretation of this Agreement and shall replace any resolution procedure in effect prior to the effective date of this Contract.

Section 6 Number of Stewards

For informational purposes only, the Union shall provide the County Board of Supervisors with a written list setting forth names of Grievance Representatives. The County shall supply the local Union with a list of Supervisors to contact on Grievance matters.

Section 7 Representation

An Employee may consult with his/her local Union Representative during working hours relative to a Grievance matter by first contacting their Supervisor. Such consultation shall be at a time which will minimize any effect on work time of any participant. The Employee's Supervisor shall arrange a meeting to take place as soon as possible for the Employee with their Union Representative through the Union Representative's Supervisor.

Section 8 Processing Grievances

Union Representatives who are members of the Bargaining Unit and Grievants will be permitted a reasonable amount of time to process Grievances during their regularly scheduled hours of employment. Such time shall be scheduled by Department Head and may not interfere with an Employee's duties. Only one (1) Local Union Grievance Representative will be in pay status for any Grievance. Whenever possible, the Union Representatives will provide twenty-four (24) hours notice to the Supervisor.

The Employer is not responsible for any compensation of Employees or Union Representatives for time spent processing Grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by Grievants or Union Representatives in the processing of Grievances.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all Grievance meetings during the Grievant's regular hours of work. The aggrieved Employee is entitled to be present at all steps of the Grievance procedure including Arbitration.

Section 9 Discipline and Discharge

Disciplinary action may be imposed upon an employee for failing to fulfill their responsibilities as an employee.

Disciplinary action or measures shall include all the following:

oral reprimand
written reprimand
suspension (notice to be given in writing)
discharge (notice to be given in writing)

If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is a just cause for discharge, the employee involved will be suspended for five (5) working days.

The employee and his/her steward shall be notified, in writing, that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge at Step 2 of the grievance procedure. The matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

An employee found to have been unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other benefits, rights and conditions of employment.

Section 10 Exclusion of Probationary Employees

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

Section 11 Exclusion of Grievant

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

Section 12 Exchange of Information for Processing Grievances

A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, Employees, and the Employer.

B. Employees who are being interviewed in an investigation will, upon their request, be

provided with a Union steward during their interview.

C. Upon request from the AFSCME Council 61 Staff Representative, the Employer will provide the Staff Representative with written statements of witnesses, if they exist, with the witnesses names removed from the statement.

D. Upon request from the Employer's representative the Union will provide the Employer's representative with statements of witnesses, if they exist, with the witnesses' names removed from the statements.

E. At Step 2 the parties will provide each other with the names of the persons who gave statements supplied pursuant to C or D above.

F. If the grievance is scheduled for arbitration and if the representative of either party desires to interview a witness prior to the arbitration hearing, and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from the Iowa Public Employment Relations Board (PERB). Witnesses are not required to grant the interview, however, such interview shall be limited to the witness, a representative or attorney for the employer, an AFSCME Council 61 Staff Representative or attorney, and the representative from the Iowa Public Employment Relations Board (PERB).

ARTICLE V

Seniority

Section 1

Seniority is defined as an Employee's length of continuous service with the County from his/her most recent date of hire. Classification seniority is defined as an Employee's length of service in a job classification within an individual Department.

Section 2

An Employee's continuous service shall be broken by (a) voluntary resignation, (b) discharge for just cause, (c) failure to respond to a notice of recall within five (5) days, (d) layoff for a period of one (1) year (e), quit or (f) retirement. Should an employee leave work for any reason other than those listed above, such as on a layoff or medical leave, the Employee shall retain his original seniority date for a period equal to his length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

An Employee transferred or promoted from the Bargaining Unit shall retain his seniority for a period not to exceed twelve (12) calendar months but shall not continue to accrue seniority while out of the Unit.

Section 3 Seniority Lists

Seniority records for Courthouse Employees and the Sheriff's Department Employees shall be maintained by the County and shall be posted on the bulletin boards. The seniority list shall be updated at least semi-annually and contain each Employee's name, classification and seniority date. A copy of the seniority list shall be furnished the local Union at the time of posting. Any protest as to the correctness of the list must be made in writing, by using the Grievance procedure with notice to the Union Steward. Employees shall have ninety (90) calendar days, from the date of posting, in which to protest the correctness of their seniority date. Thereafter the posted seniority date shall be considered correct.

ARTICLE VI

Layoff Procedure

Section 1 Application of Layoff

In the event the County determines that courthouse employees or Sheriff's department employees must be laid off, the County shall lay off in accordance with the procedures set forth in this Article.

Section 2 General Layoff Procedures

When a layoff occurs, the following general rules shall apply:

Layoff shall be by classification within a Department. The least senior employee in the classification shall be laid off first.

The County may not lay off permanent Employees until they have eliminated all non-permanent positions in the classification in the following order: emergency, temporary, trainee and probationary.

Each Employee affected by a layoff shall be notified in writing at least five (5) working days prior to the effective date of the layoff.

Employees in the Department subject to the layoff shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior Employee laid off first. An Employee may be retained out of line of seniority, if that Employee has special skills and if his layoff would leave the Department without personnel available to perform the work requiring such skills.

A permanent Employee subject to layoff in a classification in which there is to be a reduction in force may, in lieu of layoff, elect to bump into a lower paid classification, provided he has (a) either previously held the position or (b) meets the qualifications of the position as described in the job description with orientation but without training. To exercise the right of bumping, in lieu of layoff, the Employee must notify the Employer, in writing, of such election. That notification must be received or postmarked not later than three (3) calendar days after receiving notice of layoff. The County has the right to determine qualifications and the Union reserves the right to grieve such determinations. Any Employee who elects to bump, in lieu of layoff, shall retain job rights and have the right to be reinstated to his prior classification before any other person may be promoted or a new Employee hired for such classification. Upon bumping, the Employee shall be paid the highest rate in the new classification if their current rate of pay is higher than that rate.

Determination of the order of layoff is subject to the Grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such Grievances.

Section 3 Recall Rights

An Employee laid off shall, in the event of an opening, be offered a position in the classification from which they were laid off before a new Employee may be hired for such position. Laid off Employees shall be recalled in inverse order of the layoff provided that the opening becomes available within one (1) year from the date of such layoff.

The Employer shall maintain a list of Employees who were laid off or who exercised their bumping rights:

Employees who exercised bumping rights shall be placed on the list for the classification from which they were laid off.

Employees who are laid off shall be placed on the list for the classification they held prior to layoff.

Laid-off Employees shall provide the County with written notice of their current addresses. The County will send all Recall Notices by certified mail to the address on record. Failure to accept a position within five (5) calendar days after Notice of Recall has been mailed shall negate any further recall rights.

ARTICLE VIII

Job Bidding

Section 1 Posting and Bidding

The Employer shall post all openings for a period of five (5) work days from the date of the announcement to allow interested Employees in the same Department to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review the bids received

from employees in the same Department as the vacancy and shall offer the position to the most senior bidder who meets the qualifications of the position. The County has the right to determine qualifications and the Union reserves the right to grieve the determination made by the County.

Section 2 Promotions

An Employee transferred or promoted from the Bargaining Unit shall retain his seniority for a period not to exceed twelve (12) calendar months but shall not continue to accrue seniority while out of the Unit.

ARTICLE VIII Hours of Work

Section 1 Work Week and Work Day

Courthouse Employees

The normal work week for full-time Employees shall consist of five (5) consecutive work days not to exceed thirty-seven and one-half (37 ½) hours or forty (40) hours per week. The normal work week shall begin at 8:00 A.M. on Saturday and shall end at 7:59 P.M. the following Saturday. Part-time Employee's work weeks shall be set by the Department Head.

Regular hours of work each day and lunch breaks shall continue as they were scheduled prior to the effective date of this Agreement except when recognized operational needs require in which case the change shall be made with the notice as stated in Section 4.

Sheriff Department Employees

Deputies

A Road Deputy's work week shall consist of working six (6) days on-duty followed by three (3) days off-duty. A work day shall consist of eight and one-half (8 ½) hours.

An Office Deputy's work week shall be forty-two and one-half, (42 ½) hours per week. The workdays shall begin at 08:00 and end at 16:30 hours.

Jailers

A Jailers work week shall consist of five (5) consecutive workdays not to exceed eight (8) hours each and not to exceed forty (40) hours per week.

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch break. The work days shall be eight (8) consecutive hours of work beginning at either 7:00 A.M. and ending at 3:00 P.M.; beginning at 3:00 P.M. and ending

at 11:00 P.M. or beginning at 11:00 P.M. and ending at 7:00 A.M.; with a one half (½) hour paid lunch.

Section 2 Work Schedules

This Article is intended to set forth the normal work week and shall not be construed to be a guarantee of hours of work per day or per week, or days of work per week.

Except in emergencies, the Employer shall provide fourteen (14) calendar days written notice to the Union and the affected Employees prior to making any changes in permanent work schedules. Work schedules shall not be changed for the purpose of avoiding overtime.

Section 3 Rest Period

Courthouse Employees

The normal work day shall include a paid fifteen (15) minute rest period during each one-half (½) shift.

Sheriff Department Employees

Rest Periods

All employees normal work day shall include a paid twenty (20) minute rest period during each one-half (½) shift.

Meal Periods

All employees shall be granted one (1) hour paid meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

Section 4 Overtime

Employees shall be paid time and one half their regular straight time rate as follows:

Courthouse Employees: for hours worked in excess of forty (40) per week.

Road Deputies: any work performed outside of the assigned eight and one-half (8 ½) hour work day.

Office Deputy: any work performed outside of a normal work day.

Jailers: any work performed outside of the assigned eight (8) hour shift or forty (40) hours per week period rate.

All overtime work shall be determined and approved by the Employer in advance of the assignment. Payment shall be made in either cash or compensatory time as follows:

The decision to be paid overtime in cash or compensatory time rests solely with the Employee. Any compensatory time off shall be computed at one and one-half (1 ½) hours off for each hour of overtime worked and for Employees on a thirty-seven and one-half (37 ½) hour work week, hours worked from thirty-seven and one-half (37 ½) to forty (40) hours shall be compensated with cash or compensatory time on a straight time equivalent basis at the discretion of the Employee.

Compensatory time can be carried over into a new fiscal year, unless the Employee requests payout of their compensatory time.

An employee may accrue a maximum of sixty (60) hours and if, such accrued hours are not used within six (6) months of their accrual, the employee will be paid for such hours.

At such time that the Sheriff's Department is short a member on any work shift, the Sheriff may fill that shift with an off-duty Deputy or Jailer. The Deputy or Jailer shall be compensated for his work at the rate of one and one-half (1 ½) times his regular hourly rate.

Section 5 Work Time

All hours in pay status shall be considered time worked for the purposes of computing overtime eligibility. Holidays, Sick Leave Days and Vacation time shall be considered as time worked for the purposes of determining overtime.

Section 6 Call Back Time

Any time an Employee is called back to work beyond the regular shift and after having left the working premises, by the Department Head or a member of the Board of Supervisors, the Employee will receive a minimum of two (2) hours of call time to be considered as time worked. Employees who are called back to work in excess of the two (2) hours will be paid for actual time worked. Employees who are called in shall only be required to stay as long as necessary to complete the task for which they were called in.

Section 7 Fire Department Response

Any employee who belongs to a volunteer Fire Department shall be allowed to respond to emergency calls during work hours. Time spent at these emergency calls shall be considered as work time.

Section 8 Shift Differential

A shift differential of thirty cents (\$0.30) an hour shall be paid to any Deputy or Jailer working during the hours of 8:00pm to 6:00am.

Section 9 Court Time

A minimum of two (2) hours pay at the rate of one and one-half (1 ½) times the regular

hourly rate shall be paid to a Deputy or Jailer appearing in court, giving a deposition for a DOT telephone hearing, or any other job related assignment outside of their regular scheduled work hours or a non-scheduled work day. If a Deputy or Jailer are subpoenaed in a civil case directly related to their duties as a Humboldt County Deputy or Jailer, the employee shall be paid a minimum of two (2) hours pay at the rate of one and one-half (1 ½) times the regular hourly rate. If the employee receives a witness fee for his time to appear, the Deputy or Jailer must give the witness fee to Humboldt County.

Section 10 Supplemental Pay

A Deputy or Jailer must file a claim at the end of each month to receive pay for shift differential, longevity pay, holiday pay, holiday premium pay and overtime pay. The Sheriff shall approve this claim before payment is made. Shift differential, holiday pay, holiday premium pay and overtime pay shall be paid by a separate check rather than included in the regular paycheck. The claim date is for payment of such amounts shall be the last payday of the month.

ARTICLE IX **Wages and Fringe Benefits**

Section 1 Wages

Courthouse Employees

Rates of pay for all Bargaining Unit Employees shall be increased by four percent (4.00%) effective July 1, 2006. The Classification Rates shall be adjusted to reflect this increase which shall be applied to new hires thereafter.

Rates of pay for all Bargaining Unit Employees shall be increased by four percent (4.0%) effective July 1, 2007. The Classification Rates shall be adjusted to reflect this increase which shall be applied to new hires thereafter.

B) Sheriff Department Employees

The rates of pay for regular Sheriff's Department Employees are set out in Appendix A, which is attached to this Agreement and made a part hereof.

Section 2 Pay Period

Courthouse Employees

Pay Periods shall consist of two (2) normal work weeks. Time sheets shall be turned in by Monday noon following said pay period with Employees being paid on the following Thursday. In the event this day is a holiday, the preceding work day shall be the payday.

Sheriff Department Employees

Pay periods shall consist of two (2) normal workweeks with payday being every other Thursday. In the event this day is a holiday; the preceding day shall be the payday.

Section 3 Longevity Pay

Effective July 1, 2003 longevity pay shall be provided. The pay shall be \$.01 cent per hour for each year of continuous service.

Section 4 Health Insurance

The County's present health insurance benefits for regular employees will remain in effect for the life of this Agreement. The County agrees to pay one hundred percent (100%) of the premium of a policy for Single Person Coverage, and one hundred percent (100%) of the premium for Family Plan coverage. The County agrees to pay these premiums as long as the employee is in pay status for at least one day of the month for which the insurance premium is paid.

The Comprehensive Hospital and Medical Health Insurance plan provided herein shall be a comprehensive plan of insurance that will provide coverage for Hospital stays and Major Medical coverage. The coverage will be provided through both Wellmark Blue Cross/Blue Shield and Employee Benefits System (EBS). Wellmark Blue Cross/Blue Shield will provide for the first 80%/20% coinsurance and deductible. Employee Benefits System (EBS) will provide coverage after Wellmark Blue Cross/Blue Shield to make the final coinsurance and deductible amount for regular County employees 90%/10%.

An employee's actual out-of-pocket expense per calendar year shall be limited as follows:

Deductible: On a single plan, Wellmark Blue Cross/Blue Shield will provide a \$1,000 deductible on covered expenses, and Employee Benefits System (EBS) will reimburse the regular County employee back to a deductible of \$250.

On a family plan, Wellmark Blue Cross/Blue Shield will provide a \$2,000 deductible on covered expenses, and Employee Benefits System (EBS) will reimburse the regular County employee back to a deductible of \$500.

Coinsurance: On a single plan, Wellmark Blue Cross/Blue Shield will provide 20% of all remaining covered expenses and \$2,000 for out of pocket expenses, and Employee Benefits System (EBS) reimbursement to the regular County employee for a single plan will provide for a total of 10% of remaining covered expenses up to a maximum out of pocket expense of \$400. (\$650.00 maximum out of pocket expense combined with deductible and coinsurance.)

On a family plan, Wellmark Blue Cross/Blue Shield will provide 20% of all remaining covered expenses and \$4,000 for out of pocket expenses, and Employee Benefits System (EBS) reimbursement to the regular County employee for a family plan will provide for a total of 10% of remaining covered expenses up to a maximum out of pocket expense of \$800. (\$1,300.00 maximum out of pocket expense combined with deductible and coinsurance.)

Lifetime

Maximum: \$2,000,000.00

Emergency Accident

Maximum: Maximum of three hundred (\$300.00) dollars per accident.

Drug Card:

Deductible: The following co-pays shall apply:

\$0.00 for generic drugs

\$15.00 for Brand name drugs on the Formulary

\$30.00 for Brand name drugs not on the Formulary

Section 5 Workers' Compensation Benefits

Courthouse Employees

Workers' Compensation Insurance has primary responsibility for Workers' Compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent covered under Group Medical Benefits as set forth in this Agreement during the pendency of Industrial Commission Appeal proceedings for Workers' Compensation Benefits and the Employer, or its' insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Workers' Compensation Benefits. Upon request, Employees may supplement Workers' Compensation Benefits with accrued sick leave or vacation time; however, the total compensation received shall not exceed the Employee's present salary.

Sheriff Department Employees

A Deputy or Jailer with a disability caused by an "ON THE JOB" injury, which is eligible for Workmen's Compensation checks, will be handled in the following manner:

Any days a deputy missed because of an "ON THE JOB" injury do not count as sick leave. A deputy will sign over his Workman's Compensation checks to the County and receive regular pay for the duration of the injury. A deputy must submit a doctor's certificate of release before returning to work at which time disability benefits will cease.

Section 6 Life Insurance

The County agrees to provide Group Life Insurance benefits to all Bargaining Unit Employees. The Comprehensive Health and Medical Insurance Plan for the County will provide a Term Life Insurance Plan with a benefit equal to a sum of ten thousand (\$10,000.00) dollars and an Accidental Death and Dismemberment Benefit equal to a sum of twenty thousand (\$20,000.00) dollars for each Employee. The Provisions of the County's Life Insurance Program shall be provided by the health insurance carrier and not reduced from the level received in the previous contract.

Section 7 Sick Leave

Accrual

A full time Employee covered by this Contract holding a regular position with the County shall accrue one and one-half (1 ½) working days of sick leave for each full calendar month of service which shall be credited to his/her account. An employee shall not accrue Sick Leave during any absence without pay of more than thirty (30) days. A part time employee shall accrue on a prorated basis according to the appropriate classification.

During the probationary period, a regular Employee will accrue sick leave at the one and one half (1 ½) working day per month rate. Sick leave credits shall be prorated for any partial month service. However, the Employee will not be able to use any accrued sick leave until he/she has completed this probationary period.

Utilization of Sick Leave

Sick leave may be used for absences caused by illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (1) which require the Employee's confinement; or (2) which render

the Employee unable to perform assigned duties; or (3) where performance of assigned duties would jeopardize the Employee's health or recovery.

The Employee shall notify his Department Head or Elected Official that he is not coming to work no later than thirty (30) minutes after the work day has commenced. The County may require a medical certificate or other appropriate verification for absences covered by this Section. It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of Employees.

If a holiday falls within a paid sick leave, that day will be paid as a holiday and not as sick leave.

This language is intended to be a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected. Paid sick leave is to be used for illness or as provided herein. Sick Leave may not be used in advance of accrual. Employees will be permitted to use compensatory time off and/or vacation leave in lieu of sick leave when they so request. A Department Head or Elected Official may allow the use of sick leave to take care of an employee's immediate family (father, mother, spouse or children for medical reasons) but may not use more than five (5) days in any twelve (12) month period for this purpose.

Where death occurs in the immediate family of the Employee, accrued sick leave shall or may be used, at the Employee's discretion, not to exceed a period of five (5) days for each such occurrence. Immediate family is defined to mean persons related by blood or marriage or legal adoption as follows:

Husband, Wife, Son and Son-in-law, Daughter and Daughter-in-law, Stepchild, Father and Father-in-law, Mother and Mother-in-law, Stepparents, Foster Parents, Grandfather and Grandfather-in-law, Grandmother and Grandmother-in-law, Grandchildren, Foster Children, Brothers and Brother-in-law (and Spouses), Stepbrothers, foster Brothers, Sister and Sister-in-law (and Spouses), Stepsister, Foster Sister, or other persons who are members of the Employee's household.

When an Employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the Employee's immediate family (as defined above), accrued sick leave not to exceed one (1) working day may be used for each such occurrence.

At the Employee's discretion, Sick Leave may be used for those medical, dental or ocular appointments which cannot be scheduled at times other than during working hours.

An appointment at accredited medical clinics or the hospitalization of a member of the immediate family are valid reasons for sick leave use under the following conditions:

One (1) day's absence will be authorized for the Employee at the hospital on the day of the operation, and one (1) day will be granted to bring the patient home.

Five (5) days will be granted for the birth or adoption of the Employee's child. The Employee will be allowed to use these five (5) days in any manner the Employee sees as appropriate, either before, during or after the birth of this child.

In the event of an illness, which requires hospitalization, one (1) day will be granted for each day of hospitalization.

One (1) day will be granted for each day in the hospital for serious illness, serious injury and serious operations. An additional two (2) days will be granted for the recovery period from any hospital stay for serious illness, serious injury and serious operations.

One (1) day's absence shall be authorized for the attendance at an accredited medical clinic for each member of the Employee's household, with a maximum of four (4) days per calendar year.

Employees shall be allowed to (at the Employee's discretion) use accrued sick leave for care and necessary attention of ill or injured members of the immediate family (as defined in B. above). Use of sick leave for purposes of this Section is limited to forty (40) hours (five (5) working days per year).

No County Employee shall be entitled to sick leave while absent from duty due to the following causes:

Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.

Sickness or disability sustained while absent without authorization or absent without pay (not to include normal off work time).

Inability to properly perform required duties because of intemperance or intoxication.

Physical incapacity when the injury or illness is directly traceable to employment other than with Humboldt County.

C. Sick Leave Accounts

An eligible Employee shall earn sick leave as stated in A. above and sick leave credit will accrue until a total accumulation of one hundred twenty (120) days has been reached. The Employee's sick leave account will be recorded in days. If an absence due to an illness or injury extends beyond the number of sick days accrued by the employee, such additional time may be charged to vacation leave. If all sick and vacation leave has been utilized, the employee may be granted leave without pay.

A Department Head or Elected Official may require a written statement from a licensed practicing physician, osteopath, chiropractor or dentist stating the reason for taking sick leave. When sick leave is requested for more than three continuous working days, a written statement from the employee's physician concerning the employee's expected date

of return to work shall be sent to the Department Head or Elected Official.

D. Cancellation and Conversion of Sick Leave

Courthouse Employees

Termination of an Employee's continuous service shall cancel all sick leave accrued to the time of such termination. No payment of unused sick leave may be made to a terminating employee regardless of the reason, except that the County shall reimburse employees (1) who have at least 5 years of service and retire at age 62 or older, or (2) whose death causes the termination or (3) who retire after 25 years of service or (4) an employee regardless of age, retiring with full IPERS benefits based solely on county employment due to the 88 number, twenty percent of their unused sick leave to a maximum of 24 days. Any unused accumulated sick leave shall be restored to laid off employees who are re-employed by the County within two (2) years of the date of layoff.

Employees who have accumulated one hundred twenty (120) days of sick leave may trade-in five (5) days of sick leave for one (1) personal day, but not more than fifteen (15) days of sick leave per year may be so exchanged.

Sheriff Department Employees

Termination of a deputy's or jailer's continuous service except by reason of temporary lay-off or lack of work, or funds, shall cancel all sick leave accrued to the time of termination. No payment shall be made to any deputy for unused sick leave accumulated to his or her account at the time of termination of employment with the following exception. Humboldt County will reimburse those deputies who have at least ten (10) years of service and voluntarily terminate or terminate by death twenty percent (20%) of all their unused sick leave to a maximum of twenty-four (24) days. All payments shall be made in cash, based on the deputy's regular and current rate.

Employees who have accumulated one hundred twenty (120) days of sick leave may trade-in five (5) days of sick leave for one (1) personal day, but not more than fifteen (15) days of sick leave per year may be so exchanged.

Section 8 Vacations

Subject to and in accordance with the provisions of this Article, paid vacations will be granted pursuant to the following schedule:

Regular Courthouse Employees shall be entitled to vacation as follows:

One week (five working days) paid vacation after the first year of continuous employment.

Two weeks (10 working days) after the second year of continuous employment and each year thereafter until the Employee has completed eight (8) years of continuous employment.

Three weeks (fifteen working days) for each year of continuous employment thereafter until the Employee has completed eighteen (18) years of continuous employment.

Four weeks (twenty working days) after eighteen (18) years of continuous employment and each year thereafter.

Regular Sheriff's Department Employees shall be entitled to vacation as follows:

Ten (10) working days paid vacation after the first year of continuous employment.

Fifteen (15) working days after the fourth year of continuous employment and each year thereafter until the employee has completed nine (9) years of continuous employment.

Twenty (20) working days after the ninth year of continuous employment and each year thereafter until the employee has completed fourteen (14) years of continuous service;

Twenty-five (25) working days after the fourteenth (14) year of continuous employment and each year thereafter.

Paid Vacation earned during any year will be credited to the Employee's account on his/her anniversary date. Each person employed in a part time position shall earn vacation leave on a proportionate basis to the time worked each year. A temporary employee shall not be granted any vacation pay.

Choice of Vacation Period

Courthouse Employees

Each Employee will be required to submit a written request (supplied by the County) at least one (1) hour prior to the first vacation day requested. This request will then have to be approved by the Department Head. Vacation requests will be answered immediately after the date of receipt.

Sheriff's Department Employees

Scheduling for vacations shall be done through the Sheriff by the fifteenth (15th) day of the previous month of the dates requested. Only one deputy or jailer may schedule vacation during a time period. In the event two or more deputies or jailers wish to schedule vacation during the same time period, the deputy or jailer who submitted the request first shall have preference. Vacation days shall not be taken in increments of less than one (1) day.

At labor/management meetings the Employer and the Union shall discuss any disputes over the number of Employees that may be on vacation at any given time. Once vacation periods have been scheduled, the Employer shall make no changes in Employee Vacation Schedules. Vacations may not be taken in advance.

If an Employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof of said care being provided to the Employee.

Vacation Pay

Vacation pay shall be computed at the Employee's present rate per hour at the time the vacation is taken. Vacation pay will be received at the same time as the normal payroll is processed.

Holiday During Vacation Period

If a holiday occurs while an employee is on vacation the employee will be eligible for holiday pay at their regular rate of pay and the observed holiday shall not be charged against the employee's vacation account

Work During Vacation Period

If an Employee, as requested by his Department Head or by a Member of the Board of Supervisors, performs work during his vacation period, the Employee shall be paid for regular hours worked at the rate of one and one-half ($1 \frac{1}{2}$) times their regular hourly rate of pay. If the Employee works any overtime, their rate of pay shall be two and one-half ($2 \frac{1}{2}$) times their regular hourly rate of pay. Also, the Employee shall be able to reschedule the remainder of their vacation period at a later date that they request, as long as it doesn't interfere with another Employee's vacation period.

Vacation Right in Case of Layoff or Separation

If an Employee should, for any reason, terminate employment with the County within the first year of employment, he/she shall be entitled to any partial vacation credit. If an Employee should for any reason terminate employment after one (1) year of continuous work, the Employee shall be paid for unused credited vacation and any vacation the Employee has earned since his/her last anniversary date which has not been credited to his/her account. This vacation is figured on a pro-rated basis and will be paid at the rate the Employee was getting at the time of separation.

Vacation Carry Over

Vacation earned during any year will be credited to the Employee's account on their anniversary date. Employees who are accruing either one (1) or two (2) weeks of vacation will be allowed to carry over into the next anniversary year five (5) days of unused vacation accrual earned in the last anniversary year. Employees who are earning three (3) or more weeks of vacation will not be allowed to carry over any unused vacation accrual earned in the last anniversary year. An employee does not earn any vacation in a year during which he does not perform any compensable work.

Section 9 Holidays

Holidays Recognized and Observed

Courthouse Employees

The following days shall be recognized and observed as paid holidays:

New Year's Day
President's Day
Good Friday one-half (½) day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
One-half (½) day Christmas Eve
Christmas Day
One-half (½) day New Years Eve

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday.

Sheriff's Department Employees

The following days shall be recognized and observed as paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day

Personal Days - All Deputies and Jailers will receive two (2) personal days during each fiscal year. These personal days can be used at any time with thirty-six (36) hour prior notice to the Sheriff or his designee if the Sheriff is unavailable. The use of these days is not subject to any approval/denial process, just notification. These days may not be carried over to the next fiscal year if they have not been used.

For Road Deputies and Jailers, holidays shall be observed on the actual date of the Holiday. For Office Deputies, whenever any of the holidays listed above falls on a

Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday.

Eligibility Requirements

Regular Full time Employees shall be eligible for pay for any holiday providing the regular work day immediately preceding and following said holiday have been worked by the Employee or unless Employee is then on "authorized" vacation, "authorized" compensatory time or "authorized" sick leave.

Holiday Pay

Courthouse Employees

Eligible Employees, who perform no work on a holiday, shall be paid at their regular rate of pay. Eligible Employees, whose work day differs from the standard seven and one-half (7 ½) hour day, shall be paid their current hourly rate of pay times the number of hours in their regular work day.

Sheriff's Department Employees

For holidays which fall on a regularly scheduled non working day, employees eligible for holiday pay shall receive holiday pay their current hourly rate of pay times the number of hours in their regular working day.

Holiday Premium Pay

When an Employee is required by the Employer to work a holiday listed above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1 ½) the Employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 A.M. and 11:59 P.M. For Deputies and Jailers only shifts that start on a holiday shall receive pay for that shift. At the discretion of the Employee, such premium compensation shall be either in cash or compensatory time. In the event compensatory time off is granted, it shall be scheduled at the request of the Employee subject to approval of the Employer. Notwithstanding the above, the Employer and individual Employees may mutually agree to allow the Employee to request cash payment after an election has previously been made to utilize compensatory time.

Article X **Leaves Of Absence**

Section 1 Eligibility

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probation period. Maternity leaves of absence shall be exempt from the waiting provisions of this Section.

Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the Employee to the Employee's Department Head at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested. The Department Head shall provide a written response in the following manner.

Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for any denial in writing.

Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for any denial in writing.

Section 3 Leaves of Absence Without Pay

Except as otherwise provided by this Article, Employees may be granted leaves without pay at the sole discretion of the County for any reason for a period up to but not exceeding one (1) year.

Maternity Leave

Employees shall be granted a maternity leave of absence without pay:

An Employee shall, whenever possible, submit written notification to the Department Head at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of maternity leave without pay shall be granted. Upon request of the Employee, accompanied by a doctor's statement, maternity leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

In no case shall the Employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

Except as provided in Article IX Section 7 (Sick Leave) of this Agreement, all periods of leave related to maternity shall be leaves of absence without pay. The Employee may choose to use vacation or compensatory time for all or part of the leave.

Military Leave

Whenever an Employee enters into the active military service of the United States, the Employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and applicable Federal Statutes.

Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) calendar days and appropriate medical verification is submitted. Upon request of the Employee, extensions shall be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Permission for such leaves shall not be withheld. Extension of such leaves shall not impair an Employee's right to long term disability. Prior to an Employee exhausting their sick leave, the Employer shall advise the Employee of their right to a medical leave of absence without pay.

The Employer agrees to provide for the following rights upon an employees return from any of the above approved leaves:

The Employee shall have the right to be returned to their position or one of like nature.

If the Employee's position or one of like nature is not available, the layoff procedure set forth in this Agreement shall be utilized; however, in the case of military leave, the Employee will be given another position of similar pay and class for which the Employee is qualified.

Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) calendar days.

Family Medical Leave

The County will provide benefits as required under the Family Medical Leave which, during the terms of this Agreement, shall be administered in accordance with Policies contained in the Personal Policy effective December 2003.

Section 4 Paid Leaves of Absence

Voting Leave

Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length. Application for time off for voting should be made to the Employee's Department Head prior to Election Day. The time to be taken off may be designated by the Department Head. Time off for voting may be granted only if the Employee's working hours do not allow a two (2) hour

period outside of working hours during polling hours.

Jury Duty

An Employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the Employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in Court and reasonable travel time shall be deducted from an Employee's scheduled work hours for the day in question and shall be considered time worked.

The Employee summoned as a juror shall notify his/her Department Head immediately by memorandum attaching a copy of the summons. The Employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An Employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the Employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

Court Appearance

When, in obedience to a subpoena or direction by proper authority, an Employee appears as a witness for the Federal Government, the State of Iowa or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the Employee is not a party to the proceedings. The Employee shall remit witness fees to the Employer.

Military Reservists

A leave of absence will be granted for military reservists for required annual military active duty training. For the first thirty (30) calendar days of the Leave, the County will pay the Employee the difference from what his/her normal wages with the County would have been during this period and the amount he/she receives from the military for this training period.

ARTICLE XI **Miscellaneous**

Section 1 Work Rules

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

Section 2 Access to Personnel Files

Employees shall have the right to inspect their personnel files. The Employee may respond to any item in the personnel file in writing. Such response by the Employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized Management Personnel, the Employee and/or a Union Representative if so designated in writing by the Employee. Upon previous notification and at the Employee's expense, the Employer shall make copies of such files for the Employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request, will furnish at no cost a copy of any material contained in the affected employee's personnel file.

Section 3 Performance Evaluation

All Bargaining Unit Employees are entitled to a fair and impartial written performance evaluation and should be given a copy of the evaluation shortly thereafter. Evaluation forms should be completed at the end of the probationary period and annually thereafter during the month of December.

Section 4 Personal Leave

If a Deputy or Jailer would like time off for personal reasons or business, to attend a family or social event, or any other leave not covered or allowed under sick leave or funeral leave, and he/ she, is scheduled to work that day, the deputy has the following options:

He/She may switch shifts with another Deputy or Jailer scheduled to work that same day.

He/She may contact an off-duty Deputy or Jailer to work his/her shift that day, and then repay that Deputy or Jailer by working a shift on a day at his/her request. The switching of days off between deputies for personal leave at their benefit will not count in computing overtime hours.

Section 5 Training

When a Deputy Sheriff or Jailer attends a school of instruction on his or her scheduled day off, the Deputy or Jailer will receive a day off for each day spent in school. A Deputy or Jailer will not receive pay for that day of training unless approved by the Sheriff. A Deputy or Jailer requesting the use of the replacement day shall do so in writing.

Any time a Deputy is to attend an out-of-county school or meeting, the Sheriff will designate whether the Deputy will drive either their personal vehicle or the county vehicle assigned to them. If the Sheriff designates the Deputy to travel in the personal vehicle, the Employer will reimburse the Deputy for travel expenses. Travel expenses will be as set by

the Board of Supervisors. Any time a Jailer is to attend an out-of-county school or meeting, and travels in their personal vehicle, the Employer will reimburse the Deputy for travel expenses. Travel expenses will be as set by the Board of Supervisors.

The Employer will pay motel and School registration.

When Deputy's and Jailers are out of the County attending authorized schools or meetings they shall receive a maximum daily allowance for food of thirty-five dollars (\$35.00).

Section 6 Damage to Personal Property

Personal property worn by a Deputy or Jailer, while on duty, such as watches and glasses, shall be replaced in the event of destruction or damage through performance of duty to a maximum of three hundred dollars (\$300.00) or the replacement cost of the article.

Section 7 Uniform and Clothing Provisions

Each Deputy Sheriff and Jailer in the bargaining unit shall receive cleaning and minor repairing (replacements of buttons, repair of minor tears and rips, etc.) of his/her uniform to a maximum allowance of Four Hundred Dollars (\$400.00) per year. The Employer will designate a cleaning establishment and pay the establishment directly.

Required items of clothing and shoes that cannot be bought from the State Supplier because it does not carry the proper size may be purchased elsewhere with the prior approval of the Sheriff and the County will pay for the item.

ARTICLE XII **Health and Safety**

Section 1

The County agrees to continue making reasonable provisions for the health and safety of its Employees during the hours of employment. The Union and the Employees will extend their complete cooperation to the County in maintaining County Policies, Rules and Regulations as to Health and Safety.

Section 2

All new Employees, upon initial employment, shall, upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a Doctor of Medicine of the Employee's choice.

Section 3

The County reserves the right to require any Employee to submit to a drug and/or alcohol test whenever required or permitted pursuant to any applicable federal or state statute or

regulation. Nothing in this Agreement, however, shall be construed as a limitation or restriction of the County's right to prohibit the use of alcohol or controlled substances on County premises in County vehicles or during work hours.

ARTICLE XIII

Work Stoppages

Section 1

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will cause, authorize, induce, encourage, instigate, ratify, condone or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all Employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging Employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code. The County agrees that, during the term of this Agreement, it will not engage in any lockout of its Employees.

ARTICLE XIV

Term of Agreement

Section 1

This Agreement constitutes the entire agreement between the Parties and concludes collective bargaining for its term. This Agreement shall supercede all previous agreements, written or verbal. The Parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

Section 2

If any provision of this Agreement is subsequently declared by the proper judicial authority

all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

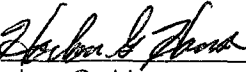
Section 3


This Agreement shall become effective July 1, 2006, and thereafter shall remain in full force and effect through June 30, 2008, unless the Parties mutually agree to extend the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized Representatives.


HUMBOLDT COUNTY, IOWA

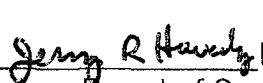
AFSCME LOCAL 1796

BY:  DATE: 6/26/06
Harlan G. Hansen, Chairman
Humboldt County Board of
Supervisors

BY:  DATE: 6/19/06
Danny J. Homan
AFSCME/Iowa Council 61
Union Representative

BY:  DATE: 6/26/06
Member, Board of Supervisors

BY:  DATE: 06-28-06
Negotiating Committee Member

BY:  DATE: 6/26/06
Member, Board of Supervisors

BY:  DATE: 6-30-06
Negotiating Committee Member

BY:  DATE: 6-30-06
Negotiating Committee Member

BY:  DATE: 6-30-06
Negotiating Committee Member

APPENDIX "A"
WAGE RATES - SHERIFF DEPARTMENT EMPLOYEES
EFFECTIVE JULY 1, 2006

Deputy Sheriff

NON-CERTIFIED

ANNUAL RATE

Start to One (1) year probation (complete ILEA training) (65% of Sheriff's Salary)	\$32,770.57
After One (1) year to Two (2) Years (70% of Sheriff's Salary)	\$35,291.38
After Two (2) years to Three (3) Years (75% of Sheriff's Salary)	\$37,812.20
After Three (3) years to Four (4) Years (77% of Sheriff's Salary)	\$38,820.52
After Four (4) years (80% of Sheriff's Salary)	\$40,333.01

CERTIFIED

ANNUAL RATE

Start to Six (6) month probation (70% of Sheriff's Salary)	\$35,291.38
After Six (6) month probation (75% of Sheriff's Salary)	\$37,812.20
After One (1) year (77% of Sheriff's Salary)	\$38,820.52
After Two (2) years (80% of Sheriff's Salary)	\$40,333.01

Note: The Deputy Hourly and Annual rates are based on Two Thousand and Fifty Seven hours (2,057).

Full Time Correctional Officers/Jailers

HOURLY RATE	ANNUAL RATE	OVERTIME
\$11.81	\$24,573.95	\$17.715

Part Time Correctional Officers/Jailers

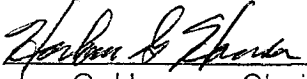
NON CERTIFIED

	Hourly Rate
Start	\$ 9.95
After One (1) Year Probation	\$10.26
After One (1) Year Probation-Completion of Jail School	\$10.56
After Two (2) years	\$10.85
After Three (3) years	\$11.25

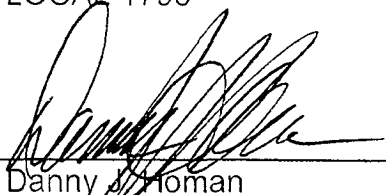
CERTIFIED

	Hourly Rate
Start	\$10.26
After Six (6) Month Probation	\$10.56
After One (1) Year	\$10.85
After Two (2) years	\$11.25

FOR THE EMPLOYER
HUMBOLDT COUNTY, IOWA

BY:  DATE: 6/26/00
Harlan G. Hansen, Chairman
Humboldt County Board of
Supervisors

FOR THE UNION
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1796

BY:  DATE: 6/19/00
Danny J. Homan
AFSCME/Iowa Council 61
Union Representative

BY: [Signature] DATE: 6/26/06
Member, Board of Supervisors

BY: [Signature] DATE: 6/28/06
Negotiating Committee Member

BY: James R. Hawley DATE: 6/26/06
Member, Board of Supervisors

BY: [Signature] DATE: 06-28-06
Negotiating Committee Member

BY: _____ DATE: _____
Negotiating Committee Member

BY: _____ DATE: _____
Negotiating Committee Member

APPENDIX "B"
WAGE RATES - SHERIFF DEPARTMENT EMPLOYEES
EFFECTIVE JULY 1, 2007

Deputy Sheriff

NON-CERTIFIED

ANNUAL RATE

Start to One (1) year probation (complete ILEA training) (65% of Sheriff's Salary)	\$34,081.39
After One (1) year to Two (2) Years (70% of Sheriff's Salary)	\$36,703.04
After Two (2) years to Three (3) Years (75% of Sheriff's Salary)	\$39,324.69
After Three (3) years to Four (4) Years (77% of Sheriff's Salary)	\$40,373.34
After Four (4) years (80% of Sheriff's Salary)	\$41,946.33

CERTIFIED

ANNUAL RATE

Start to Six (6) month probation (70% of Sheriff's Salary)	\$36,703.04
After Six (6) month probation (75% of Sheriff's Salary)	\$39,324.69
After One (1) year (77% of Sheriff's Salary)	\$40,373.34
After Two (2) years (80% of Sheriff's Salary)	\$41,946.33

Note: The Deputy Hourly and Annual rates are based on Two Thousand and Fifty Seven hours (2,057).

Full Time Correctional Officers/Jailers

HOURLY RATE	ANNUAL RATE	OVERTIME
\$12.28	\$25,556.91	\$18.42

Part Time Correctional Officers/Jailers

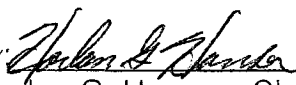
NON CERTIFIED

	Hourly Rate
Start	\$ 10.35
After One (1) Year Probation	\$10.67
After One (1) Year Probation-Completion of Jail School	\$10.98
After Two (2) years	\$11.28
After Three (3) years	\$11.70

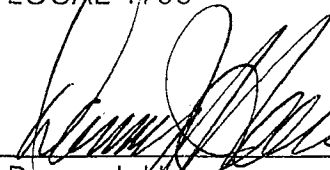
CERTIFIED

	Hourly Rate
Start	\$10.67
After Six (6) Month Probation	\$10.98
After One (1) Year	\$11.28
After Two (2) years	\$11.70

FOR THE EMPLOYER
HUMBOLDT COUNTY, IOWA

BY:  DATE: 6/26/06
Harlan G. Hansen, Chairman
Humboldt County Board of
Supervisors

FOR THE UNION
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1796

BY:  DATE: 6/19/06
Danny J. Homan
AFSCME Iowa Council 61
Union Representative

BY: *John J. P. [Signature]* DATE: 6/26/06
Member, Board of Supervisors

BY: *[Signature]* DATE: 6/28/06
Negotiating Committee Member

BY: *James R. Haverly* DATE: 6/26/06
Member, Board of Supervisors

BY: *Christopher [Signature]* DATE: 06-28-06
Negotiating Committee Member

BY: _____ DATE: _____
Negotiating Committee Member

BY: _____ DATE: _____
Negotiating Committee Member